

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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EASYTEX CORPORATION LIMITED,

Plaintiff,

-against-

PETER & FRANK OF NY, CORP., CHUL KYU KIM  
a/k/a KIM CHUL KYU a/k/a CHUL CHUL KIM a/k/a  
ROBERT CHUL KIM a/k/a CHUL KYOO KIM a/k/a  
CHULKYOO KIM a/k/a KIM K. CHUL, BARO  
SHIPPING CO., LTD., TOP TEN TRANS, INC.,  
GFA, INC., 3 WIN INC., MERCURY, AMERICAN  
INTERNATIONAL LINE, INC., SOON CHAN HONG  
a/k/a SOON C. HONG a/k/a SOONCHAN C. HONG  
a/k/a SOON CHAN HONG a/k/a CHAN S. HONG a/k/a  
HONG S. CHAN a/k/a HONG SOON CHANG d/b/a  
SOONCHAN HONG CUSTOM HOUSE BROKER,  
STOP & STOR, NEXXON TRADING, INC., SOLUTION  
USA, INC., GAVIN FASHION, INC., KOREA EXPRESS  
USA, JKM USA, CORP., WESTY STORAGE  
CENTERS, jointly and severally,

Defendants.  
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DEFENDANTS DEMAND  
TRIAL BY JURY

Civil Action No.  
07-CV-3907 (BSJ) (JCF)

**ANSWER TO FIRST  
AMENDED COMPLAINT**

Defendant, Korea Express U.S.A., Inc., sued herein as Korea Express USA, answering the First Amended Complaint by and through its attorneys, the Law Offices of John C. Lane, alleges upon information and belief as follows:

**JURISDICTION AND VENUE**

1. This defendant denies the allegations contained in Paragraph 1 of the First Amended Complaint.
2. This defendant denies the allegations contained in Paragraph 2 of the First Amended Complaint.

3. This defendant denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 3 of the First Amended Complaint.

4. This defendant denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 4 of the First Amended Complaint.

5. This defendant denies the allegations contained in Paragraph 5 of the First Amended Complaint.

### **PARTIES**

6. This defendant denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraphs 6 through 46, inclusive, and Paragraphs 50 through 55, inclusive, of the First Amended Complaint.

7. This defendant admits the allegations contained in Paragraph 47 of the First Amended Complaint.

8. In answer to Paragraph 48 of the First Amended Complaint, this defendant admits that it is engaged in providing logistic support, among other services; notwithstanding, this defendant denies that it provided any services in connection with the matters set forth in the Amended Complaint, except the receipt and warehousing of goods delivered to defendant Korea Express U.S.A., Inc., and later picked up from Korea Express U.S.A., Inc., by plaintiff's agents, including defendant American International Line, Inc.

9. In answer to Paragraph 49 of the First Amended Complaint, this defendant admits that it conducts business in various locations in the United States; except as so specifically admitted, this defendant denies the allegations contained in said Paragraph.

### **STATEMENT OF FACTS**

10. In answer to Paragraph 56 of the First Amended Complaint, defendant, Korea Express

U.S.A., Inc., repeats and re-alleges its answers to the allegations contained in the preceding Paragraphs, above, as if set forth at length herein.

11. This defendant denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraphs 57 through 104, inclusive, and Paragraphs 109 through 112, inclusive, of the First Amended Complaint.

12. This defendant denies the allegations contained in Paragraphs 105, 106, 107, 108, 113, and 114, of the First Amended Complaint, insofar as they are directed toward this defendant; this defendant denies knowledge or information sufficient to form a belief as to the remaining allegations contained in said Paragraphs.

**ANSWERING COUNT I**  
**(MISDELIVERY OF CARGO AS TO ALL DEFENDANTS)**

13. In answer to Paragraph 115 of the First Amended Complaint, defendant, Korea Express U.S.A., Inc., repeats and re-alleges its answers to the allegations contained in the preceding Paragraphs, above, as if set forth at length herein.

14. This defendant denies the allegations contained in Paragraphs 116 through 119, inclusive, of Count I of the First Amended Complaint.

**ANSWERING COUNT II**  
**(BREACH OF CONTRACT AS TO PETER & FRANK AND KIM)**

15. In answer to Paragraph 120 of the First Amended Complaint, defendant, Korea Express U.S.A., Inc., repeats and re-alleges its answers to the allegations contained in the preceding Paragraphs, above, as if set forth at length herein.

16. The allegations contained in this Count II of the First Amended Complaint are not directed toward this defendant and therefore require no answer; to the extent that any such answer is required, this defendant denies knowledge or information sufficient to form a belief as to the



allegations contained in said Count II of the First Amended Complaint.

**ANSWERING COUNT III  
(BREACH OF CONTRACT AS TO BARO SHIPPING  
AND BARO SHIPPING'S U.S. AGENTS)**

17. In answer to Paragraph 126 of the First Amended Complaint, defendant, Korea Express U.S.A., Inc., repeats and re-alleges its answers to the allegations contained in the preceding Paragraphs, above, as if set forth at length herein.

18. The allegations contained in this Count III of the First Amended Complaint are not directed toward this defendant and therefore require no answer; to the extent that any such answer is required, this defendant denies knowledge or information sufficient to form a belief as to the allegations contained in said Count III of the First Amended Complaint.

**ANSWERING COUNT IV  
(UNJUST ENRICHMENT AS TO PETER & FRANK AND KIM)**

19. The allegations contained in this Count IV of the First Amended Complaint are not directed toward this defendant and therefore require no answer; to the extent that any such answer is required, this defendant denies knowledge or information sufficient to form a belief as to the allegations contained in said Count IV of the First Amended Complaint.

**ANSWERING COUNT V  
(CONVERSION AS TO ALL DEFENDANTS)**

20. In answer to Paragraph 133 of the First Amended Complaint, defendant, Korea Express U.S.A., Inc., repeats and re-alleges its answers to the allegations contained in the preceding Paragraphs, above, as if set forth at length herein.

21. This defendant denies the allegations contained in Paragraphs 134 and 135 of Count V of the First Amended Complaint.

**ANSWERING COUNT VI  
(NEGLIGENCE AS TO ALL DEFENDANTS)**

22. In answer to Paragraph 136 of the First Amended Complaint, defendant, Korea Express U.S.A., Inc., repeats and re-alleges its answers to the allegations contained in the preceding Paragraphs, above, as if set forth at length herein.

23. This defendant denies the allegations contained in Paragraphs 137 through 141, inclusive, of Count VI of the First Amended Complaint, insofar as they are directed toward this defendant; this defendant denies knowledge or information sufficient to form a belief as to the remaining allegations contained in said Paragraphs.

**ANSWERING COUNT VII  
(FRAUD AS TO BARO SHIPPING, BARO SHIPPING'S U.S. AGENTS,  
PETER & FRANK, KIM, 3 WIN, MERCURY AND HONG)**

24. In answer to Paragraph 142 of the First Amended Complaint, defendant, Korea Express U.S.A., Inc., repeats and re-alleges its answers to the allegations contained in the preceding Paragraphs, above, as if set forth at length herein.

25. The allegations contained in this Count VII of the First Amended Complaint are not directed toward this defendant and therefore require no answer; to the extent that any such answer is required, this defendant denies knowledge or information sufficient to form a belief as to the allegations contained in said Count VII of the First Amended Complaint.

**ANSWERING COUNT VIII  
(CIVIL CONSPIRACY AS TO ALL DEFENDANTS)**

26. In answer to Paragraph 149 of the First Amended Complaint, defendant, Korea Express U.S.A., Inc., repeats and re-alleges its answers to the allegations contained in the preceding Paragraphs, above, as if set forth at length herein.

27. This defendant denies the allegations contained in Paragraphs 150 and 151 of Count